

HENRY R. ROBINS
No. 1220 Sanson St.
PHILADELPHIA

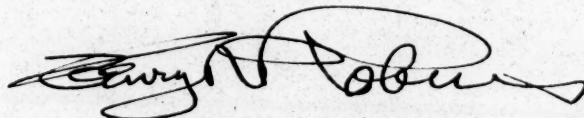
July Fifth, 1939.

Miss Helen Tanger
20 North American Street
Philadelphia, Pennsylvania

Dear Miss Tanger:

I am returning herewith, to be filed,
the Lease for premises 351 Station Road, Wynnewood,
which you were kind enough to lend me when the term
was about to expire, to enable me to arrange with
the Landlord as to certain repairs.

Very truly yours,



HENRY R. ROBINS.

HRR:MAM.
Encl.

McMULLIN & McMULLIN

REAL ESTATE BROKERS

SUBURBAN PROPERTIES A SPECIALTY

1522 WALNUT STREET

PHILADELPHIA

W. NORMAN McMULLIN
JOHN McMULLIN
EDMUND HILL

TRISTRAM C. COLKET, 2ND
JOHN W. GRANGE
ERNEST WANAMAKER
GEORGE I. MacLEOD
PAUL J. GALLAGHER

PENNYPACKER 0495

May 6, 1938

Mr. Henry R. Robins
Accounting Warden of Christ Church
1220 Sansom Street
Philadelphia, Pa.

Dear Mr. Robins:

Please accept our thanks for your check in the amount of \$115.00 received yesterday to be credited to rent for the month of June on premises 331 Station Road, Wynnewood, Pa.

We are enclosing herewith for your files, copy of the lease with Mrs. Eleanor T. Clark, which has been duly executed by her.

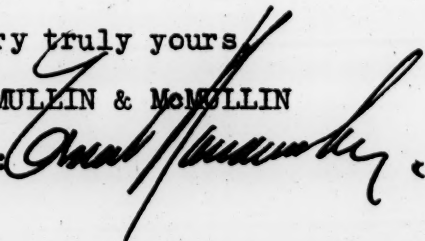
Thanking you and trusting you will find everything satisfactory, we are

R:enc

Very truly yours,

McMULLIN & McMULLIN

By:



Rec 04-95

Lease for Suburban Property
adopted by
The Philadelphia Real Estate Board

This Agreement of Lease, made this 3rd day of MAY
A.D., one thousand nine hundred and thirty-eight (1938).

PARTIES

Between ELEANOR T. CLARK, Wife of Clarence H. Clark, of Bryn
Mawr, Pennsylvania,

hereinafter called the Landlord, of the one part, AND THE RECTOR, CHURCH WARDENS
AND VESTRYMEN OF CHRIST CHURCH IN THE CITY OF PHILADELPHIA,
hereinafter called the Tenant, of the other part.

Witnesseth, That the Landlord, for and in consideration of the prompt payment of the Rent
hereinafter mentioned, as well as all the covenants, promises and agreements contained herein upon
the part of the Tenant stipulated and to be kept and performed, does hereby Demise and Let unto
the Tenant,

PREMISES

All That Certain premises situate in Wynnewood, Lower Merion
Township, Montgomery County, Pennsylvania, on the Southeast
corner of Station Road and Hathaway Lane, and being known and
numbered as 331 Station Road; consisting of a stone residence
with garage attached, together with approximately one-half
acre of land, surrounding and belonging to the same,

TERM
RENTAL

for the term of One Year from the First day of
June, A.D., 19 38 yielding and paying therefor unto the Landlord

the ANNUAL RENT of THIRTEEN HUNDRED EIGHTY (\$1380) DOLLARS,
in lawful money of the United States of America, payable in monthly payments
of ONE HUNDRED FIFTEEN (\$115.00) Dollars

PLACE OF
PAYMENT

on the First day of each and every month
in advance to McMullin & McMullin, 1522 Walnut St., Phila., or at such other
place as the Landlord shall, from time to time, designate in writing.

RECEIPT

The first payment of Rent to be made at the time of execution and delivery of this Lease, receipt of
which is hereby acknowledged.

ADDITIONAL
RENT

The Tenant agrees to pay, as additional Rent, any and all sums which may become due by reason of
the failure of the Tenant to comply with the covenants of this Lease, and any and all damages, costs
and expenses which the Landlord may suffer, or incur, by reason of any default of the Tenant or failure
to comply with the Covenants of this Lease.

The Landlord and the Tenant each for themselves, their respective Heirs, Executors, Administrators,
Successors and Assigns, agree that the premises are demised Under and Subject to the following Cove-
nants and Agreements, all of which are to be regarded as binding and as strict legal conditions:

COVENANTS
OF TENANT

1. The Tenant shall pay each stipulated installment of Rent punctually on the day it shall be-
come due and payable as herein definitely fixed and without any demand being made therefor.
2. The Tenant shall pay promptly all bills for Water, Gas and Electricity, used by the Tenant
on the demised premises, and bills for Service, according to bills rendered.
3. Under penalty of immediate forfeiture the Tenant shall not occupy the demised premises, or
permit the same to be occupied or used, except ONLY as a **private residence & garage**
At the termination hereof, the Tenant will peaceably deliver up and surrender possession of the
demised premises to the Landlord. The Tenant shall not Assign this Lease, or underlet the
demised premises, or any part thereof, or put anyone in possession, or permit anyone to occupy, or
take possession of said premises without the consent of the Landlord endorsed in writing hereon; and
it is hereby agreed and provided that any lawful levy or sale on execution, or other legal process, also
any Assignment or Sale in Bankruptcy or Insolvency, or under any compulsory procedure, shall be
deemed and taken to be an Assignment within the meaning of this Lease.
4. The Tenant shall pay for the removal of all ashes, rubbish and refuse matter permitted by
the Tenant to remain, or accumulate upon the premises, also for all damage done by reason of im-
proper or careless usage of the plumbing and heating systems, on/or appurtenant to the premises, and
for the cost of removing obstructions therefrom, as well as the cost of all repairs made by reason of
the stoppage of pipes, or improper or careless usage of any of the plumbing and heating fixtures and
systems.

MAINTENANCE

MAINTENANCE

5. The Tenant shall keep and maintain the demised premises in good order and repair during the term herein or any renewal or extension hereof; maintain the lawn, grounds and hedges in as good order and condition as the same now are; replace or repair any fixtures that may be damaged during occupancy, and at the termination of this Lease deliver up the said premises to the Landlord in as good order and repair as the same now are, reasonable wear and tear and damage by accidental fire or storm excepted.

ALTERATIONS

6. The Tenant shall not make any alterations, additions or improvements to the demised premises without the written consent of the Landlord, but if any are made the same shall become the property of the Landlord, and remain on the premises at the termination of this Lease. If the Landlord so elects, the same shall be removed from the demised premises at the cost of the Tenant.

FIRE RISK

7. The Tenant shall use every reasonable precaution against Fire and shall not do, or suffer to be done, any act or thing whereby any Policy of Insurance on the demised premises shall, or may, become voided or suspended or whereby the risk may become more hazardous. The Tenant shall pay, as Rent, any increase of insurance premium caused by reason of any breach of this covenant.

**DAMAGE BY
FIRE OR
OTHER
CASUALTY**

8. If the Dwelling House or any other Buildings upon the demised premises are so substantially destroyed or damaged by Fire, or other Casualty, not occurring through the fault or negligence of the Tenant, or those employed by or acting for the Tenant, so that the same cannot be repaired and restored within a period of Sixty Days, then this Lease shall absolutely cease and determine and there shall be an abatement of Rent. If, however, the damage can be restored within Sixty Days, then the Landlord agrees to restore the same as soon as possible, and the rent shall be suspended for the period during which the Tenant shall be deprived of possession of the entire demised premises. Provided, however, that any Rent accrued prior to such partial or total destruction shall not be considered as released by virtue of this clause.

**SIGNBOARD
AND
INSPECTION
PRIVILEGE**

9. The Landlord may maintain a "For Sale," and/or "For Rent" sign or signs of the Landlord or his Agents, at any place upon the demised premises, during a period of Sixty Days prior to the expiration of the current term of this Lease and any renewal hereof. The Tenant shall permit any persons authorized by the Landlord to enter and inspect the premises, at reasonable hours, during each said period of Sixty Days.

**ACCIDENT
LIABILITY**

10. The Tenant hereby releases the Landlord from all responsibility, and expressly assumes all liability, in any action for damages which may arise from any kind of injury to anyone, by and on account of the use, or misuse, of the demised premises, or by and on account of any physical condition whatsoever that may at any time exist upon the premises, or the sidewalk adjacent thereto, during the term of this Lease. Provided, however, that, in respect to the condition of the premises or sidewalk adjacent thereto, this clause shall not apply in any case where the Landlord shall have received written notice from the Tenant of any defect in said premises or the sidewalk adjacent thereto, within a reasonable time after the Tenant has knowledge thereof. Provided further, that, nothing in this clause shall be construed to relieve the Tenant from taking all necessary measures, during the interval between the Tenant's knowledge of the defect and the Landlord's repair thereof, to protect the public and others from injury by reason of such defect.

TERMINATION

11. The Tenant or Landlord may determine this Lease at the end of the herein fixed term by giving to the other notice in writing at least Sixty (60) days prior thereto; BUT in default of such written notice, this Lease shall continue upon the same terms and conditions, covenants and agreements, as herein contained, for a further period of One Year, and so on from Year to Year unless and until terminated by either party giving to the other Sixty days (60) written notice of desire to terminate this agreement previous to the expiration of the then current term. If the Landlord shall have given Sixty (60) days written notice, previous to the expiration of said term, or any extension or renewal thereof as above mentioned, of the Landlord's intention to change any of the terms and conditions of this Lease, and if the Tenant shall hold over after such written notice, the Tenant shall then be considered the Tenant under the terms and conditions mentioned in such written notice, for such further period as the Tenant may remain in possession of said premises and until this Lease is terminated by written notice by either party as hereinbefore provided.

**DESERTION
OR REMOVAL
OF GOODS**

If the said Tenant, or anyone acting on his behalf, shall at any time during the continuance of this lease vacate, desert, remove, attempt to remove or manifest an intention to remove the goods and effects out of or from said premises without having paid and satisfied the said Landlord in full for all rent which shall become due during the term of this Lease or any renewal thereof, then such act shall be considered fraudulent, and the Landlord may at his option either consider this lease null and void, and immediately reenter the premises, or consider the whole rent for the whole term of this lease, or any renewal thereof, due and payable; and the said Landlord may proceed by warrant of attorney to confess judgment, or by other process to distrain and collect the whole in the same manner as if by conditions of this lease the whole rent were payable in advance.

**DISTRAINT
AND
WAIVERS**

The Tenant agrees that all Goods in or on the said premises, or elsewhere, either before or after removal, shall be liable to distress, or may be taken in execution for Rent, or for other charges herein reserved as Rent. The Tenant further expressly waives any benefit of the laws now made, or which may hereafter be made, providing for an inventory or appraisalment of any goods which may be levied upon under this Lease; Further, the Tenant hereby expressly waives the benefit of all laws now made, or that may hereafter be made, regarding any limitation in which distress is to be made after removal of Goods, and the Tenant relieves the Landlord of the obligation of proving, or identifying, such goods. The Tenant waives the benefit of any and all stay of execution or exemption laws now made, or which may hereafter be made, releasing Goods on said premises, or elsewhere, from levy and sale for Rent, also other charges herein reserved as Rent, or exempting from civil process any persons in the Military service of the State or of the United States. The Tenant agrees that this waiver shall extend and be applicable to any process, execution, or executions that may be issued in any and all suits, actions, or proceedings for the recovery of possession, for the collection of Rent, or other charges herein reserved as Rent, due and in arrears, for any expense incurred in removing ashes, rubbish or refuse matter from premises, and for damages for the nonfulfillment of any of the covenants herein contained, and that this Lease shall be a sufficient warrant to said Landlord to confess judgment therefor against the Tenant.

**CONFESSION
OR JUDGMENT**

EJECTMENT

Provided Always, that if the Tenant shall fail, or omit, to pay the Rents or sums hereby reserved, on the days and the times when the same are payable, or within Ten Days thereafter, or shall in any other respect violate any of the conditions and covenants herein contained, then this Lease, and the term herein created, shall become absolutely void, at the option of the Landlord, to be signified by the Landlord causing a written notice of at least Ten Days of his intention to determine this Lease on the day named therein which notice is to be delivered to the Tenant, or left upon the premises, at least Ten Days previous to the date of intention to terminate, AND when this Lease shall be so determined, by condition broken and notice given as aforesaid, and when, and as soon as, the term hereby created shall have expired by its own limitation, it shall be lawful for any Attorney of any competent Court to appear for the Tenant in an amicable action of ejectment to be therein brought by the Landlord for the recovery of the demised premises, and therein confess judgment by Non sum informatus, Nihil dicit, or otherwise, without stay of execution by entry of bail or otherwise; and with waiver and release of all errors in the said judgment, or any process or proceedings thereon; provided that the Landlord shall first cause to be filed in such action an affidavit made by the Landlord, or some one on the Landlord's behalf, setting forth the facts necessary to authorize the entry of such judgment according to the terms of this Lease, of which facts such affidavit shall be evidence; and if a true copy of this Lease shall be annexed to such affidavit it shall not be necessary to file the original as a Warrant of Attorney, any rule of the Court to the contrary notwithstanding; but no such determination of this Lease by notice as aforesaid, or otherwise, nor any recovery in ejectment upon any such judgment by confession, shall operate to relieve the Tenant from liability in damage for the breach of any covenant herein contained.

LEASE CONTAINS ENTIRE AGREEMENT

The Landlord and Tenant hereby agree that this Lease sets forth all the promises, agreements, conditions and understandings between the Landlord, or his Agent, and the Tenant, relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth, AND any subsequent alteration, amendment, change or addition to this Lease shall not be binding upon the Landlord or Tenant unless reduced to writing and signed by them.

RIGHT TO ENFORCE

The Landlord shall have the right, at all times, to enforce any or all the covenants and provisions of this Lease, notwithstanding the failure of the Landlord at any previous time, or times, to enforce his rights under any of the covenants and provisions of this Lease.

DEFINITION LANDLORD

The word "Landlord," as used herein, shall include the Owner and the Lessor, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns, each of whom shall have the same rights, remedies, powers, privileges and obligations as though he, she, it or they had originally signed this Lease as Landlord, including the right to proceed in his, her, its or their own name to enter Judgment by confession, or otherwise. The word "Tenant," as used herein, shall include the Lessee, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns, each of whom shall have the same rights, remedies, powers, privileges, and shall have no other liabilities, rights, privileges or powers than he, she, it or they would have been under or possessed had he, she, it or they originally signed this Lease as Tenant.

DEFINITION TENANT

12. It is further understood and agreed by and between the parties hereto, that all redecorating and repairs (with the exception of the Oil Burner) are to be done as agreed, prior to June 1st, 1938, at the expense of the Landlord.

And Provided, That all Reservations, Conditions, Covenants and Provisos herein contained, shall bind or inure to the benefit of, as the case may be, the Heirs, Executors, Administrators, Successors and Assigns of the Landlord and Tenant.

In Witness Whereof, both of the respective parties to this Agreement have interchangeably set their hands and seals the day and year first above written.

Sealed and Delivered
in the presence of:

Ernest M. Munnick

ETC *E. J. Clark*



The Rector, Church Wardens and Vestrymen of Christ Church



By: *Henry A. Robins*



Accounting Warden



Ernest M. Munnick

Lease Entered

Lease

ELEANOR T. CLARK,

Bryn Mawr, Pa.

TO

The Rector, Church Wards &
Vestrymen of Christ Church
in the City of Philadelphia

For 331 Station Road,

Wynnewood, Pa.

Date June 3rd, 1938

Term June 1/38 to June 1/39

Rent \$115.00 per month

Expiration June 1, 1939

McMULLIN & McMULLIN
REAL ESTATE BROKERS
INSURANCE—MORTGAGES
1522 WALNUT ST., PHILADELPHIA

WITNESS

The Landlord herein mentioned agrees to pay to
for services as broker in procuring herein Tenant, the regular commission fixed by the prevailing
Schedule of Commissions of the Philadelphia Real Estate Board.
In the event of a renewal or extension of this lease, or any additional lease for the
demised premises, between the said Tenant and Landlord, the Landlord agrees to pay to
such commission as would have been earned under the
above mentioned Schedule of Commissions, had said brokers negotiated such renewal or extension,
or such additional lease.
Should said Tenant purchase the demised premises from the Landlord during the term of this
lease, or during a renewal, extension, or any additional lease between said parties for the demised
premises, or within a reasonable period of time after the expiration of any such lease, the
Landlord agrees to pay to
Commission of Five Per Cent. (5%), based on the purchase price.
at the time of settlement, a Sales

A. D., 19

